



Michigan Infrastructure Asset Management Pilot

Data Request Packet



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

BRIAN CALLEY
LT. GOVERNOR

August 2017

Dear Participant of the Michigan Infrastructure Asset Management Pilot Program:

Thank you for being a leader in improving Michigan's infrastructure now and for future generations. Sound and modern infrastructure is vital to the health and well-being of the people of Michigan and will help support our growing economy. It is time to prioritize infrastructure in Michigan as the foundation of strong communities and increased quality of life for our future. We appreciate your leadership and participation in the next impactful step of the Michigan Infrastructure Asset Management Pilot Program – data collection.

The 21st Century Infrastructure Commission identified the need to begin looking at infrastructure in an integrated and holistic way as one of the tenets to maintaining Michigan's position as a leader in public infrastructure planning. To begin the process, the Commission recommended that Michigan develop and implement an integrated asset management database system, create a statewide council to oversee the long-term coordination and strategy, invest in our infrastructure systems and remain committed to embracing emerging technologies. In April of 2017, I announced the Michigan Infrastructure Asset Management Pilot Program to help coordinate and unify infrastructure efforts across the state. The statewide asset management system and the council will help the state, regions, local governments and utilities make more informed, strategic decisions and coordinated investments.

The pilot includes agencies and communities in southeast and west Michigan that will begin to develop the process of integrating drinking water, storm water, sanitary systems and transportation asset data into a comprehensive database that will eventually be used to support integrated planning efforts across these assets and across the state. This collaborative pilot is key to maintaining and improving our infrastructure statewide and will help make Michigan a national leader in asset management and planning.

Developing one system that will work for the entire state is a daunting task, one that will require agencies and communities from all over the state to work together. With your continued leadership and partnership, we will fulfill the purpose of the pilot program, which includes:

- Developing procedures that will lead to the successful integration of drinking water, storm, sanitary and pavement assets.
- Developing one consistent integrated database and data dictionary of said assets.
- Being able to perform basic analysis of the assets both in individual systems and in various integrated ways, i.e., size of each system, age and condition of each system.
- Using existing data to identify the current status of data that has been collected by communities and agencies and identify gaps in either data and/or analysis tools.

- Identifying costs to collect data to fill in gaps in the pilot areas and estimate costs to collect data consistent with the developed data base for the entire state.
- Recommending policies and practices that should be implemented or revised to better coordinate with the development of a consistent database in the future.
- Identifying software and other needs of communities and agencies to be able to successfully integrate their information into the statewide database.
- Recommending education and training that will be needed.
- Preparing a summary of findings including basic summaries of each system, identification of issues identified and recommendations of how they can be addressed in future efforts and present this report to the governor and the Infrastructure Council for their consideration in moving this effort from the pilot areas to the entire state.
- By April 2018, a summary of the pilot process findings including the assumptions made in developing the pilot, an assessment of outcomes, and any recommendations on adjustments in the process, procedures or definitions of the pilot will be completed.

Your continued engagement and participation is integral for a successful pilot program, and eventual statewide system. This type of integrated planning for infrastructure doesn't exist today in the United States – other states have deemed it too difficult of a task to tackle. We've had to work with other countries, such as Australia, New Zealand, Canada and England to identify successful systems and innovative investment strategies for 21st century infrastructure systems. Our goal is to lead the nation in creating an integrated and holistic infrastructure planning, management, investment, and delivery system that Michigan's residents have confidence in and deserve.

Thank you for being part of this bold vision.

Sincerely,



Rick Snyder
Governor



STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

RICK SNYDER
GOVERNOR

BRIAN CALLEY
LT. GOVERNOR

Michigan Infrastructure Asset Management Pilot Data Request Packet

Index

- I.** Asset Management Pilot Process and Next Steps
- II.** Explanation of Data Request Document
- III.** Contact List For Pilot Leadership Team
- IV.** Commonly Asked Questions
- V.** Optional Feedback Request
- VI.** Appendix A: Data Request Excel Spreadsheet Links and Directions
- VII.** Appendix B: Data Sharing Agreement

Asset Management Pilot Process and Next Steps

Where the Pilot Has Been

The [21st Century Infrastructure Commission](#) identified asset management as a core principle to positioning Michigan's infrastructure as a successful and integrated system in order to prioritize public health and safety and solidify Michigan's status as a global leader as we move forward through the 21st century. Governor Snyder signed [Executive Directive 2017-1](#) which created the Asset Management Pilot Program in April of 2017 that brought together Michigan Prosperity Regions 4 and 10 to develop, pilot and implement an integrated asset management database system. This pilot will help guide local governments, regional entities, the state, and utilities in our collective planning, management, investment and delivery of our infrastructure systems.

Where the Pilot is Currently

The goal: create a demonstration of what transportation, water, wastewater, and storm water assets look like overlaid with each other, and incorporating private energy and broadband data, where possible, to coordinate project planning, investment and delivery.

Over 120 subject matter experts, stakeholders, and pilot advisory board members have worked diligently to compile the document now before you. This document will help collect data necessary to develop a system to test our understanding of our assets and potential coordinated decision making that could result from the integration of multiple assets at local, regional, and the state level.

Where the Pilot is Going

The pilot will continue to identify database system requirements with feedback from the regions and local experts. By April 2018 a report will be delivered to the Governor detailing:

- a framework for asset management across the state of Michigan,
- barriers and solutions for common issues,
- and a plan for state-wide implementation.

Explanation of Data Request Document

Submission Process

All data must be submitted no later than November 1, 2017 to the following individual in your region:

Region 4 West Michigan Prosperity Region

Jason Moore

Moorej@gvmc.org

Region 10 Detroit Metro Prosperity Region

Ann Burns

burns@semcog.org

The regional GIS teams will be assisting in data translation and cleansing with the State of Michigan's Department of Technology, Management, and Budget (DTMB) who will be uploading the data to a secured statewide database, leveraging technology from the Michigan Geographic Framework.

File Type

Please submit the asset data in the following format, listed in order of preference.

1. GIS Shapefile or Geodatabase containing the required assets & attributes listed in the Data Request Excel Spreadsheet (Appendix A).
2. Completed Data Request Excel Spreadsheet (Appendix A) utilizing the drop-down menus.
3. Comma delineated data download.
4. Any other document

Data Dictionary

For file types 1, 3 & 4 please provide a data dictionary, where necessary, that will assist in the translation from local naming conventions to those used in the state-wide system (e.g. pipe material detailed in the Excel Spreadsheet drop down menus). A data dictionary is documentation that describes individual database fields and data values for fields such as listing out the coding used for different types of pipe materials. If you do not currently have an established data dictionary, providing a list of specific field values in Word or Excel format would be very beneficial.

Data Sharing and Security

Every person working on this pilot has worked diligently to identify and ensure safety and security protocols for all data related to this initiative. The security of your data is a priority to all members of this pilot. Please note, data will be stored by the Michigan State Police (MSP) as they have significant expertise in keeping sensitive infrastructure data secure and are well equipped to handle any requests for information with the highest levels of discretion. If you have any concerns regarding the safety and security of the data you will be submitting please do not hesitate to contact Therese Empie, her contact information is listed below.

Previously Submitted Information

Our aim is to make this data collection process as efficient as possible. We are working to obtain transportation data directly from the Transportation Asset Management Council (TAMC). Every effort was made to gather asset information from other state departments in a cost effective and efficient manner.

Project Information

In addition to asset data, the pilot would like to collect information for any capital projects (water, wastewater, storm water or transportation) that are planned in the Right of Way, starting post- January 2018. (Appendix A). For the purposes of this pilot, we are defining a “project” as all asset improvements that include a road opening within a Right of Way. For Transportation projects, this would include structural projects, as opposed to surface treatments.

Contact List For Pilot Leadership Team

Region 4: West Michigan

Erin Kuhn
Regional Representative for Region 4 West Michigan Prosperity Region
(231) 722-7878 extension 18
EKuhn@wmsrdc.org

John Weiss
Regional Representative for Region 4 West Michigan Prosperity Region
(616) 776-7604
john.weiss@gvmc.org

Region 10: Southeast Michigan

Carmine Palombo
Regional Representative for Region 10 Detroit Metro Prosperity Region
(313) 324-3314
palombo@semcog.org

Pilot Program

Claire Khouri
Deputy Director of Strategy, Office of Governor Rick Snyder
(517) 335-9079
KhouriC@michigan.gov

Angela Ayers
Special Advisor on the Environment, Office of Governor Rick Snyder
(517) 241-5826
AyersA@michigan.gov

Technical Questions:
Gareth Lifton
Managing Director, KPMG
glifton@KPMG.com
(737) 222-0264

Data Collection Process:
Mark Holmes, GISP, ENP
Geospatial Services Manager, Center for Shared Solutions
holmesm3@michigan.gov

Data Sharing and Security:
Therese Empie
Strategy Advisor, Office of Governor Rick Snyder
(517) 331-2475
EmpieT@michigan.gov

Commonly Asked Questions

(The *Commonly Asked Questions* section of this document will be updated regularly throughout the data collection process. You can find the most updated version by [clicking here](#).)

Data Sharing and Security

How will the State of Michigan handle FOIA and other requests for information?

Members of Asset Management Pilot and staff have worked with the Governor's Office legal counsel, the Attorney General's office, other legal experts within state departments, and FOIA experts at the local level to determine a process and legal argument for keeping this information safe and secure. Every possible protection has been put in place to ensure the safety and security of this data, including housing it with the Michigan State Police.

Does the intent of the FOIA request matter?

For the purposes of this pilot and our above-mentioned process for processing requests for information, the intent of the FOIA request does not matter and the security of this information will be at the center of any legal argument against disclosure of critical infrastructure information.

Why isn't there an official legal opinion that covers every possible legal instance of a FOIA request?

Unfortunately, each FOIA request is different and requires a unique legal response. Our data security and safety team has worked closely with the Michigan State Police to ensure the process put in place to handle these requests is sufficient and fully encompasses the importance of keeping this information secure for each and every FOIA request we may receive.

Data Sharing Agreement

If our infrastructure data is held or owned by a consultant or other third party does someone from our office still need to sign the data sharing agreement?

Yes, you will need to sign a data sharing agreement and the third party will need to sign a second copy of the data sharing agreement to ensure all parties who may own or have access to distributing the data are aware of how this information will be used by the Asset Management Pilot.

If I have already submitted information to the State of Michigan, such as transportation data, do I still need to submit a signed data sharing agreement?

Yes, you will need to sign a data sharing agreement for any information you directly submit, or that you have already submitted to the State of Michigan. This is to ensure all parties are aware of how this information will be used by the Asset Management Pilot.

We are unable to get the data sharing agreement signed before November 1, 2017. Can we submit the data first and submit the data sharing agreement later once we are able to have it signed?

Yes, we understand that the process to get a data sharing agreement signed may take longer than the process to collate and submit the actual data. As long as we receive your data sharing agreement before December 15, 2017 we will be able to include your data in the final pilot database.

Data Access

Will communities have the opportunity to review their own data after it has been translated by the Regional Teams and before it is used in the State-wide system?

Yes, any community that wishes to review data that has been translated or calculated such as condition grades, date of asset replacement etc., has the opportunity to do so for verification, prior to it being used. Please notify your regional contact prior to November 1, 2017 if this is the case.

Will communities have access to their own data, after it has been uploaded to the Michigan Geographic Framework?

Yes, the Asset Management Program will do their best to provide the data submitted back to the local entity after it has been incorporated into the pilot system.

Will my data be accessible by other pilot communities?

No, only members of Asset Management Pilot leadership team will have access to the complete data set. Any data that is presented as part of the pilot will not be attributable to a certain community, unless that community has expressly provided permission to do so.

Optional Feedback Request

Throughout the pilot process we have continually requested feedback from those engaged in the process and we would like to give you the opportunity to offer feedback as well. As experts in your field, your input is valuable and necessary to determining the structure and governance of a statewide asset management system. Your feedback will be used to determine next steps for the pilot, how this process can be improved, what will be included in the final report, along with the longer-term improvements to asset management across the state. Please take a moment to answer the below questions.

- What asset management IT systems are you currently using?
- Is your asset management IT system GIS based?
- Would you be interested in utilizing a state-wide asset management IT system similar to the system currently used by the Transportation Asset Management Council?
- Did we miss anything in our request for data?

Appendix A: Data Request Excel Spreadsheet Links and Directions

You can access the data request excel spreadsheet by clicking on the links below.

[DRINKING WATER DATA REQUEST SPREADSHEET](#)

[STORM WATER DATA REQUEST SPREADSHEET](#)

[TRANSPORTATION DATA REQUEST SPREADSHEET](#)

[WASTEWATER DATA REQUEST SPREADSHEET](#)

It is not expected that communities will collect new data to complete this data request, or that significant effort is put into converting existing asset attributes into those specified in the spreadsheet. The request is therefore that you complete the spreadsheet to the extent possible.

Regarding ALL asset type spreadsheets:

- The *Data Confidence* grade applies to the asset type and not to specific assets (e.g. provide a single grade for all wastewater assets). The confidence grade is aimed at providing an overall assessment of all data associated with a specific asset type.
- For *Date of construction* and *Date of Major Rehab* date information to the nearest decade is required. This is to accommodate assets with an uncertain construction date. If you have more specific dates, then please provide these.

For DRINKING WATER, WASTEWATER and STORM WATER specific asset type spreadsheets:

- For the linear (pipe) assets, if you have duplicate (or more) pipes, then these should be included in the total pipe length.
- If a pipe passes under various surface type's then the surface type that reflects the majority of the pipe length should be used.
- Similarly, if a pipe segment is of varying depth, or the depth is unknown then an average depth should be used.
- For *Wastewater Material* types, there is an option to select SSL (Short Service Life). This is for certain pipes that due to ground conditions, era of construction etc., are known to have a shorter than expected service life. This service life will be used in calculating the theoretical replacement date.
- The expected service lives for linear (pipe) assets are still to be finalized, but have been provided for your information.
- For the *Condition Grade* column, only actual condition grades from an inspection should be entered. If this information is not available then a condition grade and replacement date will be calculated from the data of construction, or burst rate, if known. The calculated condition grade and date of replacement will be verified with you prior to their use.

For the TRANSPORTATION specific asset type spreadsheet:

- The pilot has requested the following data directly from TAMC
 - Federal aid and non-federal aid roads – Roadsoft data including geolocation of roads and bridges, roads classification, pavement material, along with PASER condition ratings for roads and bridge condition ratings,
 - Culvert data – for culverts <20', data as currently collected in Roadsoft,
 - Capital project data – Project data for the next 3 years, including any culvert or bridge projects that will impact the Right of Way, and any Road projects that are structural in nature.
- However, communities may hold additional data on Non-Federal aid roads, culverts and projects that have not previously been entered into Roadsoft or submitted to TAMC and therefore the spreadsheet includes the asset data for these assets that we are looking to collect.

Appendix B: Data Sharing Agreement

Universal Data Sharing Agreement Between Michigan State Police and Infrastructure Entities Located In Region 4 (West Michigan) & Region 10 (Southeast Michigan) To Establish A Regional Asset Management Pilot Program

Introduction

This Data Sharing Agreement (“**Agreement**”) is between participating entities within Region 4 (West Michigan) and Region 10 (Southeast Michigan) and the State of Michigan, by and through the Michigan Department of State Police, (together and with other participating entities entering into this Agreement, “the **parties**,” and individually, “a **party**”).

The parties enter into this Agreement to establish a Regional Asset Management Pilot Program (the “**Pilot**”) to achieve the goals set forth in [Executive Directive No. 2017-1](#). In this Pilot, entities within Region 4 (West Michigan) and Region 10 (Southeast Michigan) intend to identify existing data, assets, attributes, and data needs within their regions that are representative of assets statewide. A goal is to create a regional structure for future implementation of data collection and evaluation efforts. By its conclusion, participants in this Pilot will forward recommendations on how the State of Michigan and its partners can operationalize a statewide comprehensive asset management database and system, including where an appropriate system should be housed and the staffing needed to implement and manage the system.

Collection and use of data can improve efficiency, policy making, emergency operations procedures, and performance measures, as well as fuel economic development and provide citizens greater access to engage their government and make more informed decisions. Conversely, the privacy of such data—in particular, Michigan’s infrastructure assets and critical infrastructure data held by public and private agencies—rests upon actions and agreements—like this one—to protect such data from unintentional release, access, and exploitation by institutional and non-institutional actors, including foreign governments, terrorist organizations, and individual criminals.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the parties agree as follows:

1. **Definitions.** The following definitions apply under this Agreement:
 - a. “**Asset**” means public and private infrastructure assets pertaining to transportation, water, sanitary and storm sewers, utilities, energy, electricity, natural gas, information technology, emergency

preparedness systems, telecommunications, and broadband services affecting or relating to the State of Michigan or its citizens, including the physical and technological means that support such assets.

- a. **“Covered Data”** means data about **Assets**, including **Critical Infrastructure Data** and **GIS Data** provided under this Agreement. **Covered Data** includes both real-time data and **Derived Data**. **Covered Data** does not include data that was publicly available when received, or thereafter became publicly available (other than through unauthorized disclosure).
- b. **“Critical Infrastructure”** means systems and assets, whether physical or virtual, so vital to the United States or the State of Michigan that the incapacity of destruction of such systems and assets would have a debilitating impact on security, economic security, public health, or any combination of those matters.
- c. **“Critical Infrastructure Information”** or **“Critical Infrastructure Data”** means information which:
 - i. Is not customarily in the public domain; and
 - ii. Is related to the security of critical infrastructure or protected systems, as defined in the Critical Infrastructure Information Act of 2002 at section 212(3).
- d. **“Data Recipient”** means any party receiving, accessing, or using **Covered Data** under this Agreement. All employees, officials, contractors, delegates, representatives, subcontractors, service providers including information technology and other technical support staff, agents, etc. of a **Data Recipient** who will have access to **Covered Data** must read this Agreement and agree in writing to be bound by it prior to having access to **Covered Data** of another party. See section 5.i and **Addendum 1** below.
- e. **“Derived Data”** means data, information, or knowledge created from the dissemination and analysis of data shared under this Agreement, whether or not in combination with data already in the **Data Recipient’s** possession. **Derived Data** is included in the definition of **Covered Data**. The parties must treat and protect **Derived Data** as **Covered Data**.
- f. **“Freedom of Information Act Request”** or **“FOIA Request”** means a request for information directed to a party under any applicable public-disclosure statute, which if granted could reasonably be anticipated to lead to public disclosure of **Covered Data**.

- g. **“Geographic Information System Data” or “GIS Data”** means an informational unit or network capable of producing customized maps based on a digital representation of geographical data. **GIS Data** includes **Derived Data** from a GIS system and saved outputs and datasets covered by this Agreement.
- h. **“Original Data Provider”** means a party that owns, collects, or provides Covered Data to a party under this Agreement.
- i. **“Permitted Purposes”** means use of **Covered Data** by a party to:
 - a. Conduct the Pilot; and
 - b. Meet the requirements of Executive Directive 2017-1.

1. Scope; Permitted Use.

- a. This Agreement establishes the conditions under which the parties agree to disclose Covered Data to each other in order to meet the objectives set forth in Executive Directive 2017-1. It also provides for the protection of Covered Data, and establishes terms on its use, disclosure, and disposition.
- b. This Agreement does not apply to an Original Data Provider’s access to or use or disclosure of its own Covered Data, unless the Original Data Provider’s Covered Data is comingled with or includes Derived Data from another party.
- c. Covered Data provided under this Agreement may only be shared, used, or accessed by a Data Recipient for Permitted Purposes.

2. Usage, Format, and Method Transfer. Prior to sharing Covered Data, the Original Data Provider and the Michigan Department of State Police must agree upon the appropriate data fields, data format, method and frequency of data transfer, and other such parameters. The Original Data Provider and Michigan Department of State Police must document the aforementioned selections for record-keeping purposes.

3. Ownership; Licensing.

- a. The Original Data Provider maintains full control and ownership of Covered Data it provides to another party under this Agreement.
- b. Each Original Data Provider hereby grants to the Michigan Department of State Police and other Data Recipients a revocable, non-exclusive, non-transferable license to process, copy, analyze, use, reformat, share, or distribute the Original Data Provider’s Covered Data for a Permitted Purpose, so long as it is otherwise consistent with

this Agreement and applicable licensing agreements. Original Data Providers must provide Data Recipients a copy of applicable licensing agreements prior to providing Covered Data to Data Recipients.

4. **Original Data Providers' Responsibilities.** Original Data Providers must:
 - a. Provide Data Recipients with access to Covered Data consistent with law, third-party contractual obligations, and this Agreement; and
 - b. Perform access reviews to ensure that Data Recipients have established and use adequate administrative, technical, and physical safeguards to protect Covered Data from unauthorized disclosure.
5. **Data Recipients' Responsibilities.** Data Recipients must:
 - a. Treat Covered Data as confidential, business-sensitive, and potentially harmful to the public health and safety and security if inappropriately disseminated;
 - b. Request, use, and disclose only the minimum amount of Covered Data necessary to fulfill the purposes of this Agreement;
 - c. Protect Covered Data from public or other unpermitted disclosure;
 - d. Use Covered Data solely for a Permitted Purpose;
 - e. Dispose of Covered Data as directed by the Original Data Provider or as provided by law;
 - f. **FOIA and Other Requests for Covered Data.** Upon receipt of a FOIA Request or legal process (i.e., discovery request or subpoena) for information that may include another party's Covered Data:
 - i. Within 24 hours of receipt of the FOIA Request or demand for Covered Data, Data Recipient must email the FOIA Request or data demand to:
 1. the FOIA Coordinator of the Michigan Department of State Police;
 2. the Original Data Provider; and
 3. any other party whose Covered Data or Assets may be affected by the FOIA Request or demand for Covered Data.
 - ii. Data Recipient may not respond to any FOIA Request or demand for Covered Data without first notifying the Michigan Department of State Police's FOIA Coordinator and obtaining the Michigan Department of State Police's prior written approval of the proposed response.
 - iii. As appropriate, Data Recipient must issue a written notice under FOIA informing the requester that the Covered Data of other parties does not constitute public records of Data Recipient as the term public records is defined under FOIA. A FOIA request received by Data Recipient for information or records

identified as, or reasonably construed to cover, the Covered Data of other parties must be denied under MCL 15.235(5)(b), which requires an agency's written certification that the described public record does not exist within the agency under the name given by the requester or by another name reasonably known to the agency. As to the denial, Data Recipient is obligated, under MCL 15.240, to notify the requester of the requester's remedial rights. Data Recipient may refer the requester to the Michigan Department of State Police to determine whether it might have information or records responsive to the requester's description, and whether such information or records is publically accessible.

- iv. To the extent consistent with law, Data Recipient must take reasonable measures to maintain the confidentiality of Covered Data to be disclosed by seeking a non-disclosure agreement or negotiating a protective order with a third-party seeking the Covered Data.
- v. If disclosure of Covered Data is required by law, Data Recipient may disclose only that portion of the Covered Data that is compelled to be released by a court of competent jurisdiction or by law. Covered Data must be redacted whenever possible and all available FOIA exemptions must be exercised, including those deemed permissive under law and MCL 15.243(1)(y). See also **Addendum 2** below.
- g. Establish and use appropriate administrative, technical, and physical safeguards to protect the data from being accessed, used, disclosed, or stored in a manner other than as provided in this Agreement or as provided by law. Protocols must be in writing and provided to the Original Data Provider, Michigan Department of State Police, or other parties upon request;
- h. Require that its employees, officials, contractors, delegates, representatives, subcontractors, service providers including information technology and other technical support staff, and agents read this Agreement and agree in writing to be bound by it prior to having access to the Covered Data of another party, with a "**Data Security Agreement**" at least as stringent as the template set forth in **Addendum 1**; and
- i. Maintain a contemporaneous log of those individuals granted access to the Covered Data of another party by Data Recipient, and upon request, provide to the Original Data Provider, the Michigan Department of State Police, and other parties a copy of the log and signed Data Security Agreements; and
- j. Destroy Covered Data, including copies of the data, upon completion of the relevant Permitted Purposes, consistent with law, and provide certification of data destruction if requested by a party.

6. **Accuracy.** Original Data Providers must use reasonable efforts to ensure the completeness, accuracy, and timeliness of data provided under this Agreement. However, Original Data Providers cannot guarantee data accuracy and will therefore not be held responsible for any damage to Data Recipients resulting from the disclosure or use of data that is inaccurate, incomplete, or outdated.
7. **Cooperation; Execution of Additional Agreements.** The parties will execute such documents as may be necessary to realize the intentions of this Agreement or comply with law. The parties will also require third parties to execute such documents as may be necessary to realize the intentions of this Agreement or comply with law, prior to granting the third party access to the data.
8. **Issue Resolution.** The parties will work together to resolve issues relating to this Agreement or with meeting the goals of the Pilot. The parties will exchange documentation as reasonably necessary to identify and explain their positions. Any portion of this Agreement that may be subject to interpretation will be addressed at these meetings.
9. **Costs and Damages.** Each party will be responsible for its own costs, losses, and damages related to the sharing of data under this Agreement except as otherwise provided in section 10 below. Parties will not be liable to one another for any claim related to or arising under this Agreement for consequential, incidental, indirect, or special damages.
10. **Loss or Compromise of Covered Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Data Recipient that compromises or is suspected to compromise the security, confidentiality, or integrity of another party's Covered Data, or the physical, technical, administrative, or organizational safeguards put in place by Data Recipient that relate to the protection of the security, confidentiality, or integrity of another party's Covered Data, Data Recipient must, as applicable: (a) notify the Michigan Department of State Police and the affected Original Data Provider as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Michigan Department of State Police and Original Data Provider in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) pay for any costs associated with the occurrence, including but not limited to costs incurred by the Original Data Provider and Michigan Department of State Police in

investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; and (e) provide to Original Data Provider and the Michigan Department of State Police a detailed plan within 10 calendar days of the occurrence describing the measures Data Recipient will undertake to prevent a future occurrence. This section survives termination or expiration of this Agreement.

11. **Notices.** Notices required under this Agreement must be addressed to the individuals listed on the signature block pages. Parties may amend contact information by providing written notice of the change to the Michigan Department of State Police and the other parties. A notice required under this Agreement is deemed effectively given:
 - a. When received, if delivered by hand (with written confirmation of receipt);
 - b. When received, if sent by a nationally recognized overnight courier (receipt requested);
 - c. On the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
 - d. On the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
 - e. Any notices to the State of Michigan shall be copied to Therese Empie, Strategy Advisor, (517) 331-2475, empiet@michigan.gov.
12. **Amendments.** This Agreement may be amended by written agreement of the parties subject to the amendment. If amendment to this Agreement is required to comply with laws, rules, or regulations, the parties will promptly enter into negotiations to meet legal requirements.
13. **Effective Date; Term.** This Agreement becomes effective when at least two parties have signed it. The term ends 1 year from the date the Agreement first became effective. The term of this Agreement may be extended by amendment.
14. **Termination.**
 - a. A party may terminate their participation in this Agreement by providing written notice to the Michigan Department of State Police. Termination is effective 30 calendar days from the date the notice becomes effective.
 - b. The Michigan Department of State Police must provide written notice to all other parties to this Agreement when a party terminates its participation, but the failure to do so does not affect the effective date of termination.

- c. Termination of a party's participation in this Agreement does not affect the continuation of this Agreement as between or among the other parties.
15. **Survival.** The obligation of a Data Recipient to maintain and safeguard another party's Covered Data remains in full force and effect until the Original Data Provider or a court of competent jurisdiction opines or rules in writing that the data is no longer Covered Data.
16. **Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.
17. **Successors.** This Agreement inures to the benefit of and is binding upon the parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
18. **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the parties and their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
19. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the parties. Nothing in this Agreement is a waiver of governmental immunity. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either party under any existing law or regulation.
20. **Governing Law.** This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Lawsuits must be initiated in Ingham County, Michigan.
21. **Authority to Bind.** Each person signing this Agreement represents that they are duly authorized to execute this Agreement on behalf of their entity.
22. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements between the parties

governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

Agreed to by:

Michigan Department of State Police

[NAME]

_____, 2017
Dated

And:

PARTICIPATING ENTITIES:

[Insert name of entity, e.g., City of Grand Rapids]

[Type name, insert title]

_____, 2017
Dated

Notices under this Agreement go to:

[Type name, insert title]

[Unit/division]

[Address]

[Phone]

[Email]

[CLICK HERE](#) for a word version of the data sharing agreement which will allow for editing of the above text box.

Addendum 1

[Read and delete: This Data Security Agreement is to be signed by a Data Recipient's employees, contractors, etc. that will have access to Covered Data. Individuals sign this agreement, not entities.]

Data Security Agreement

I have read and understand the “Universal Data Sharing Agreement Between Michigan State Police and Infrastructure Entities Located In Region 4 (West Michigan) & Region 10 (Southeast Michigan) To Establish A Regional Asset Management Pilot Program” (“**Agreement**”).

I agree to be bound by the terms of the Agreement, including those relating to protecting and safeguarding Covered Data from unauthorized disclosure. I agree not to access, disclose, or share Covered Data without the express written permission of a person with authority to grant such permission.

[Insert name and title]

[Insert entity name]

Signed on:

_____, 2017

Addendum 2

All Covered Data collected under this Pilot relates to ongoing security measures, capabilities for responding to terrorism, emergency response plans, risk planning, threat assessment, and domestic preparedness strategies. The parties agree to deem Covered Data exempt from public disclosure under the Freedom of Information Act under MCL 15.243(1)(y) because the public interest in nondisclosure is high, whereas, the public interest in disclosure would be minimal.

The public interest in the nondisclosure of the data outweighs any public interest in disclosure, where disclosure to the world at large under FOIA would impair the ability of the parties, as well as federal and other state and local authorities, to protect the security and safety of persons and property. This impairment would be the direct result of allowing, from this single source, unfettered public access to the broad critical infrastructure information composing the data. It essentially would provide unintended, but actual, aid and assistance to persons, both domestic and foreign, bent on harming United States citizens and communities, and “whatever else the criminal mind might evoke.” *Mager v Dep’t of State Police*, 460 Mich 134 (1999).

The security concerns raised by the public disclosure and dissemination of the data is self-evident. The Congressional Record is replete with facts on terrorism’s ever-rising and forging threats and capabilities. For example, three of many such reports include: Congressional Record, 114th Congress, 2nd Session, Issue: Vol. 162, No. 24, February 10, 2016; 114th Congress, 2nd Session, Issue: Vol. 162, No. 90, June 8, 2016; 115th Congress, 1st Session, Issue: Vol. 163, May 2, 2017.